



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 September 18, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
CIRCLE DRIVE OVER VIRGINIA ROAD BRIDGE REPLACEMENT PROJECT
ADOPT RESOLUTION FOR JURISDICTION
CITY OF SAN MARINO-COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

This action is to approve a cooperative agreement between the City of San Marino and the County of Los Angeles to provide financing and delegation of responsibilities for the Circle Drive over Virginia Road bridge replacement project in the City of San Marino and adopt the resolution declaring Circle Drive over Virginia Road, which is within the City of San Marino, to be a part of the County System of Highways.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution declaring Circle Drive from 200 feet west of to 200 feet east of the bridge over Virginia Road, which is within the City of San Marino, to be a part of the County System of Highways.
3. Approve and instruct the Chairman of your Board to sign the cooperative agreement with the City of San Marino to provide financing and delegation of responsibilities for the replacement of the bridge on Circle Drive over Virginia Road. The agreement provides for the County of Los Angeles to

perform the preliminary engineering and administer construction of the project and to apply for Federal Highway Bridge Program funding to finance the Federally reimbursable portion of the project cost. The agreement further provides that the City of San Marino will assign its Federal Surface Transportation Program-Local funds to the County and deposit other City funds with the County to finance the non-Federally reimbursable portion of the project cost. The total project cost is estimated to be \$3,099,000 with the City's share of the non-Federally reimbursable portion of the project cost estimated to be \$300,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for your Board to approve a cooperative agreement with the City of San Marino to provide financing and delegation of responsibilities for the design and construction of the Circle Drive over Virginia Road bridge replacement project and adopt the enclosed resolution declaring Circle Drive over Virginia Road, which is within the City of San Marino, to be a part of the County System of Highways.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject bridge, residents of the City and nearby unincorporated County communities who travel on Circle Drive will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project is entirely within the City. The County will administer the project under the Federal Highway Bridge Program covered by Agreement No. 71078 with the State of California. Under this program, Federal-aid funds will be used to finance a portion of the project cost. The non-Federally reimbursable portion of the project cost will be financed by the City.

The total project cost is estimated to be \$3,099,000 with estimated Federal reimbursement of \$2,799,000 and the City's cost estimated to be \$300,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The necessary funds required for this project is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code.

The enclosed cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project under the Federal Highway Bridge Program. The City will finance the non-Federally reimbursable portion of the project cost by assigning its Federal Surface Transportation Program-Local funds to the County and by depositing additional City funds. The City's actual cost will be based upon a final accounting after completion of the project.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal Surface Transportation Program-Local funds between public agencies. The approval of the enclosed cooperative agreement is required under these procedures. This transfer of funds is mutually beneficial to and in the general interest of the City and the County.

Sections 1700-1702 of the California Streets and Highways Code provide that the Board of Supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for certain purposes, including improvement. The governing body of the affected city may consent to the relative portion of the highway within its jurisdiction being included as part of the county highway system. Thereafter, the Board of Supervisors of the county may acquire right of way, construct, maintain, improve, or repair such highway in the same manner as other county highways.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15302(c) of the CEQA guidelines and Class 2(e) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the replacement of existing facilities involving little or no expansion of capacity. The City is the lead agency for this project and the project was found to be exempt from CEQA by the City Council on July 27, 2012.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Circle Drive over Virginia Road is entirely within the City's jurisdictional boundary. The project is scheduled to be advertised for construction bids in the spring of 2013, pending the City's consent to jurisdiction and the County obtaining the necessary Federal and State approvals. The jurisdiction will be relinquished after completion of the project.

At the conclusion of the project, the City will continue to maintain and operate the project at the City's expense. There is no impact on current County services.

CONCLUSION

Please return one adopted copy of this letter, the two original cooperative agreements, and the two resolutions to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**AGREEMENT AND ASSIGNMENT OF
FEDERAL SURFACE
TRANSPORTATION PROGRAM – LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF SAN MARINO, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Circle Drive is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to replace the existing bridge on Circle Drive over Virginia Road (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Ninety-nine Thousand and 00/100 Dollars (\$3,099,000.00) with Federal funding reimbursement estimated to be Two Million Seven Hundred Ninety-nine Thousand and 00/100 Dollars (\$2,799,000.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be Three Hundred Thousand and 00/100 Dollars (\$300,000.00), by assigning One Hundred Twenty-seven Thousand Nine Hundred Ninety-three and 00/100 Dollars (\$127,993.00) of available Federal Surface Transportation Program-Local (STP-L) funds to COUNTY in lieu of cash and One Hundred Seventy-two Thousand Seven and 00/100 Dollars (\$172,007.00) in cash; and

WHEREAS, COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit towards the CITY'S share of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1685 and 1803 of the California Streets and Highways Code.

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to

cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT AND ASSIGNMENT shall consist of COST OF PROJECT less any reimbursement received by COUNTY under the Federal Highway Bridge Program.
- g. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To assign One Hundred Twenty-seven Thousand Nine Hundred Ninety-three and 00/100 Dollars (\$127,993.00) of CITY'S available Federal STP-L funds to County as credit to finance a portion of LOCAL SHARE OF COSTS. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by COUNTY.
- c. To deposit with COUNTY, following execution of this AGREEMENT AND ASSIGNMENT and upon demand by COUNTY, sufficient CITY funds to finance the remaining portion of LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), currently estimated to be One Hundred Seventy-two Thousand Seven and 00/100 Dollars (\$172,007.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

- d. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of Circle Drive Bridge over Virginia Road as part of the County System of Highways for the limited purpose of constructing PROJECT.
- e. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- f. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- g. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- h. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- i. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- j. Upon completion of PROJECT to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To accept the CITY'S assignment of Federal STP-L funds and apply a credit of One Hundred Twenty-seven Thousand Nine Hundred Ninety-three and 00/100 Dollars (\$127,993.00) to finance a portion of the LOCAL SHARE OF COSTS.
- c. To apply for Federal Highway Bridge Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and reimbursement received under the Federal Highway Bridge Program.
- b. If CITY'S PAYMENT as set forth in paragraph (2) c. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- c. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S assignment and CITY'S PAYMENT, as set forth in paragraphs (2) b., and (2) c., above, CITY shall pay to COUNTY the additional amount upon demand or assign additional CITY Federal STP-L funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required LOCAL SHARE OF COSTS is less than the sum of said assignment and CITY'S PAYMENT, COUNTY shall credit the difference to CITY'S available Federal STP-L funds and/or remit a refund

to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.

- d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT AND ASSIGNMENT currently in effect.
- e. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- j. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Matt Ballantyne
City Manager
City of San Marino
2200 Huntington Drive
San Marino, CA 91108-2691

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to

42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such

p. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32388 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF SAN MARINO on July 27, 2012, and by the COUNTY OF LOS ANGELES on September 18, 2012.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44

SEP 18 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors
PRO TEM

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

77843

CITY OF SAN MARINO

By [Signature]
Mayor

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

**RESOLUTION DECLARING THE PORTION OF CIRCLE DRIVE
OVER VIRGINIA ROAD, WITHIN THE CITY OF SAN MARINO,
TO BE A PART OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, the portion of Circle Drive from 200 feet west of to 200 feet east of the bridge over Virginia Road, within the City of San Marino, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of constructing a replacement bridge on Circle Drive over Virginia Road.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the enclosed sample resolution by the City Council of the City of San Marino, California, consenting to the establishment of Circle Drive from 200 feet west of to 200 feet east of the bridge over Virginia Road, within said City, as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Circle Drive from 200 feet west of to 200 feet east of the bridge over Virginia Road, within the City of San Marino, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California that the County agrees:

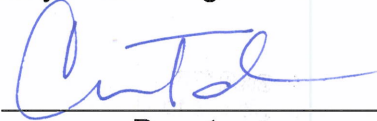
- (a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned bridge, within the City of San Marino, existing prior to the start of bridge reconstruction work by the County of Los Angeles or following the completion and field acceptance of said construction.
- (b) That the work to be performed by the County of Los Angeles shall not include roadway maintenance activities on Circle Drive from 200 feet west of to 200 feet east of the bridge over Virginia Road, within the City of San Marino, prior to the start of bridge reconstruction work by the County of Los Angeles or following the completion and field acceptance of said construction.
- (c) That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works to assign to the City of San Marino all of its right, title, and interest in any unexpired portion of the one-year warranty granted to the County of Los Angeles by the

construction contractor performing the bridge replacement work. This assignment is effective following completion of construction of the bridge replacement work and upon field acceptance of said construction by the County of Los Angeles.

The foregoing Resolution was adopted on the 18th day of September, 2012, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

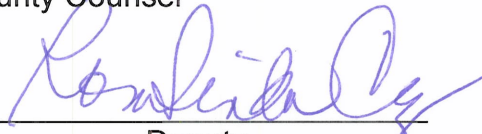


SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 
Deputy

P:\pdpub\City\Cities-Uninc Areas\San Gabriel Valley\SNM\Circle Drive over Virginia Road\Agmt & BL\County Res.doc